

Panaji, 25th September, 2014 (Asvina 3, 1936)

SERIES II No. 26

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

**GOVERNMENT OF GOA**

Department of Education, Art & Culture  
Directorate of Higher Education

**Order**

No. 21/2/2013-DHE/Vol.IV/1713

Read: This Office Memorandum No. 21/2/2013-DHE/Vol.IV/1527 dated 16th June, 2014.

On recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/1/5/78(15)/2013/565 dated 20-05-2014, Government is pleased to appoint Shri Mukund Vishwanath Narvenkar, on temporary basis to the post of Assistant Professor in Political Science, on an initial pay of ` 15,600/- in the pay band of ` 15,600-39,100+ ACP ` 6,000/- and other allowances as admissible from time to time with effect from the date of his joining the post as per the terms and conditions contained in the memorandum dated 16-06-2014 referred to above. Upon his appointment he is posted in Government College of Arts, Science & Commerce, Sanquelim, Goa.

Shri Mukund Vishwanath Narvenkar will be on probation for a period of two years.

The appointment is further subject to verification of character and antecedents.

By order and in the name of the Governor of Goa.

*Vinayak R. Kurtikar*, Under Secretary (Higher Education).

Porvorim, 17th July, 2014.

**Order**

No. 23/1/2001-DHE/Vol.I/1715

Government is pleased to order transfer and postings of the below named Professors of

Government Colleges with immediate effect in the public interest as follows:

Sr. No.	Name of the Professor	Present posting	Posted on transfer
1.	Ms. Anita Jacob, Associate Professor in English	Government College, Khandola	Government College, Sanquelim against the vacant post.
2.	Ms. Yanita Palkar, Assistant Professor in Commerce	Government College, Pernem	Government College, Khandola against Shri Devanand Velingkar.
3.	Shri Devanand Velingkar, Assistant Professor in Commerce	Government College, Khandola	Government College, Sanquelim against the vacant post.
4.	Ms. Kiran Popkar, Assistant Professor in Hindi	Government College, Pernem	Government College, Quepem against the vacant post.

By order and in the name of the Governor of Goa.

*Vinayak R. Kurtikar*, Under Secretary (Higher Education).

Porvorim, 17th July, 2014.

**Order**

No. 23/5/89-EDN/2001

Sanction of the Government of Goa is hereby accorded for re-employment of Shri S. N. Patil, Ex-Associate Professor in Geography on contract basis in the Government College of Arts, Science & Commerce, Quepem for one academic year i.e.

from 16th June, 2014 to 3rd May, 2015, or till a regular teacher is appointed by the Government, whichever is earlier.

The appointment is subject to execution of the statutory agreement by him specifying the terms and conditions of his re-employment. His services shall be governed in terms of Central Civil Services (Fixation of pay of Re-employed Pensioners), Orders, 1986 as per instructions circulated vide O.M. No. 10/1/77-PER (Part) dated 21-08-2013.

This issues with the concurrence of Finance (Budget) Department vide their U.O. No. 2829/F dated 18-06-2014 and approval of the Cabinet in its LXIVth Meeting held on 05-08-2014 vide Agenda Item No. 35.

By order and in the name of the Governor of Goa.

*Vinayak R. Kurtikar*, Under Secretary (Higher Education).

Porvorim, 19th August, 2014.

-----  
**Order**

No. 23/3/89/Edn/P-III/1976

Ref.: Government Order No. 23/3/89-Edn/ /Part-III/1427 dated 16-06-2014.

Dr. Sitaram V. Sukhthankar, Associate Professor in Commerce, Government College of Arts, Science and Commerce, Khandola-Marcela, who was directed to officiate as Acting Principal of the said Government College, in addition to his own duties vide Government Order dated 16-06-2014 referred to above stands relieved w.e.f. 14-08-2014.

Dr. Seema Rath, Associate Professor of Government College Khandola is hereby

authorized to sign all the bills relating to the said College till a regular Principal is appointed.

By order and in the name of the Governor of Goa.

*Vinayak R. Kurtikar*, Under Secretary (Higher Education).

Porvorim, 14th August, 2014.

-----  
**Order**

No. 23/3/89-EDN/Part-III/1123

Read: Government Order No. 23/3/89-EDN/ /Part-III/4 dated 31-12-2012 and Addendum dated 21-8-2013.

Dr. Prabhir Kumar Rath, Associate Professor of the Government College of Arts, Science & Commerce, Khandola is hereby directed to officiate as Acting Principal, Government College of Arts, Science and Commerce, Khandola in addition to his regular duties, with immediate effect and until further orders.

Dr. Prabhir Kumar Rath shall function as Drawing and Disbursing Officer of the Government College of Arts, Science & Commerce, Khandola, while officiating as Acting Principal of the said College.

Consequently, Dr. Seema Rath, Officiating Principal, Government College of Arts, Science & Commerce, Khandola, stands relieved from her additional charge with immediate effect.

By order and in the name of the Governor of Goa.

*Vinayak R. Kurtikar*, Under Secretary (Higher Education).

Porvorim, 6th May, 2014.

◆  
Directorate of Technical Education

—  
**Order**

No. DTE/CAD/RTI/2012/1732

The undersigned is pleased to designate officials mentioned in Col. No. 3 as State Public Information Officer and officials mentioned in Col. No. 4 as State Asst. Public Information Officer, in respect of Government and aided Technical Institutions mentioned in Col. No. 2, under administrative control of Directorate of Technical Education, as per provision of Section 5(1) and 5 (2) of Right to Information Act, 2005.

Sr. No.	Name of the Institute	State Public Information Officer	State Asst. Public Information Officer	First Appellate Authority
1	2	3	4	5
1.	Goa College of Engineering, Farmagudi, Ponda-Goa	Mr. B. R. Kulkarni, Associate Professor	Mrs. Shanti Harding, Deputy Registrar	Dr. V. N. Shet, Principal.

1	2	3	4	5
2.	Goa College of Architecture, Altinho-Panaji-Goa	Mr. Suhas Gaonkar, Associate Professor	Mrs. Maria Dias Juliao, Head Clerk	Dr. Ashish Rege, Principal.
3.	Goa College of Art, Altinho, Panaji-Goa	Mr. Rajeev Shinde, Incharge of Department of Applied Art.	Mr. Sushant Tandel, Librarian	Mr. Mahesh V. Vengurlekar, Principal.
4.	Goa College of Pharmacy, Panaji-Goa	Dr. M. P. Joshi, Professor	Dr. Yogita N. Sardessai, Associate Professor	Dr. Gopalkrishna Rao, Principal.
5.	Government Polytechnic, Altinho, Panaji-Goa	Mrs. Sandhya Belgaonkar, HOD	Mr. Harsha Falari, Lecturer	Mr. Luis M. Fernandes, Principal.
6.	Government Polytechnic, Maem, Bicholim	Mrs. Komala Soares, H.O.D.	Mrs. Airwy Rodrigues, Lecturer	Mr. Subhash P. Borkar,
7.	Government Polytechnic, Curchorem-Goa	Mr. Praveen R. Kamat, HOD	Mrs. Sharon Fernandes e Menezes, Sr. Lecturer	Mr. Ajit M. Gaonkar, Principal.
8.	Agnel Polytechnic, Verna-Goa (Aided Institute)	Dr. Joseph X. Rodrigues, H.O.D.	Mr. S. N. Fernandes, Dy. Registrar	Mr. Subhash A. Lotliker, Principal.
9.	Institute of Shipbuilding Technology, Vasco-da-Gama (Aided Institute)	Mr. Satish Paliencar, HOD	Mr. Prakash V. Nayak, Deputy Registrar	Mr. Gopal Midlagajni, Principal.

This order supersedes all earlier orders regarding the appointment of APIO, SPIO and First Appellate Authority in the above institutions.

*Vivek Kamat*, Director (Technical Education).

Porvorim, 4th September, 2014.



College Section

—  
**Order**

No. 16/161/PF/SMB/04/1462

Refer: Order No. 16/161/PF/SMB/04/1321 dated 17-08-2012.

Sanction of the Government is hereby conveyed for further extension of Extraordinary Leave (leave without pay and allowance) for a period of 02 years to Smt. Minaz Bi Sheikh, Assistant Professor in Mathematics, Goa College of Engineering, Farmagudi, Ponda-Goa w.e.f. 22-08-2014 to 21-08-2016, as per the terms and conditions mentioned vide Notification No. 2/5/95-PER dated 02-01-2003.

Smt. Minaz Bi Sheikh shall return to duty immediate on expiry of the leave period of extended period failing which action will be taken

against her under the provision of CCS (C.C.A.) Rules, 1965.

By order and in the name of the Governor of Goa.

*Vivek B. Kamat*, Director & ex officio Addl. Secretary (Technical Education).

Porvorim, 13th August, 2014.

—  
**Order**

No. 16/286/OTT/GEC/DTE/12-13/1720

Approval of the Government is hereby conveyed for the transfer of Shri Vivek W. Belokar, Lecturer in Mechanical Engineering, Government Polytechnic, Panaji to Goa College of Engineering, Farmagudi with immediate effect against the vacant post of Assistant Professor in Mechanical Engineering Department at Goa College of Engineering, Farmagudi.

The appointment is against the post of Assistant Professor in Mechanical Engineering created vide order No. 16/250/Creation & Revival of Posts of GEC/DTE/10/2403 dated 12-07-2010 and subsequently revived vide order No. 16/250/Creation & Revival of Posts of GEC/DTE/10/756 dated 18-06-2013 (Non Plan-Second post at Sr. 21).

Shri Vivek W. Belokar shall sign a bond to serve five years from the date of his joining at Goa College of Engineering.

Shri Vivek W. Belokar is transferred at his own request and shall not be entitled for transfer TA and joining time.

By order and in the name of the Governor of Goa.

*Vivek B. Kamat*, Director & ex officio Addl. Secretary (Technical Education).

Porvorim, 4th September, 2014.

-----  
**Order**

No. 16/286/OTT/GEC/DTE/12-13/1721

Approval of the Government is hereby conveyed for the transfer of Shri Gajesh G. S. Usgaonkar, Lecturer in Mechanical Engineering, Government Polytechnic, Bicholim to Goa College of Engineering, Farmagudi with immediate effect against the vacant post of Assistant Professor in Mechanical Engineering Department at Goa College of Engineering, Farmagudi.

The appointment is against the post of Assistant Professor in Mechanical Engineering created vide order No. 16/250/Creation & Revival of Posts of GEC/DTE/10/2403 dated 12-07-2010 and subsequently revived vide order No. 16/250/Creation & Revival of Posts of GEC/DTE/10/756 dated 18-06-2013 (Non Plan-Third post at Sr. No. 21).

Shri Gajesh G. S. Usgaonkar shall sign a bond to serve five years from the date of his joining at Goa College of Engineering.

Shri Gajesh G. S. Usgaonkar is transferred at his own request and shall not be entitled for transfer TA and joining time.

By order and in the name of the Governor of Goa.

*Vivek B. Kamat*, Director & ex officio Addl. Secretary (Technical Education).

Porvorim, 4th September, 2014.

**Order**

No. 16/286/OTT/GEC/DTE/12-13/1722

Approval of the Government is hereby conveyed for the transfer of Ms. Sumitra S. Tari Kandolkar, Lecturer in Civil Engineering, Government Polytechnic, Bicholim to Goa College of Engineering, Farmagudi with immediate effect against the vacant post of Assistant Professor in Civil Engineering Department at Goa College of Engineering, Farmagudi.

The appointment is against the post of Assistant Professor in Civil Engineering created vide order No. 16/250/Creation & Revival of Posts of GEC/DTE/10/2403 dated 12-07-2010 and subsequently revived vide order No. 16/250/Creation & Revival of Posts of GEC/DTE/10/756 dated 18-06-2013 (Non Plan at Sr. 20).

Ms. Sumitra S. Kandolkar shall sign a bond to serve five years from the date of her joining at Goa College of Engineering.

Ms. Sumitra S. Kandolkar is transferred at her own request and shall not be entitled for transfer TA and joining time.

By order and in the name of the Governor of Goa.

*Vivek B. Kamat*, Director & ex officio Addl. Secretary (Technical Education).

Porvorim, 4th September, 2014.

-----  
**Order**

No. 16/286/OTT/GEC/DTE/12-13/1723

Approval of the Government is hereby conveyed for the transfer of Shri Nilesh Waman Shenvi Borkar, Lecturer in Electrical Engineering, Government Polytechnic, Panaji to Goa College of Engineering, Farmagudi with immediate effect against the vacant post of Assistant Professor in Electrical & Electronics Department at Goa College of Engineering, Farmagudi.

The appointment is against the post of Assistant Professor in Electrical & Electronics Engineering created vide order No. 16/250/Creation & Revival of Posts of GEC/DTE/10/2403 dated 12-07-2010 and subsequently revived vide order No. 16/250/Creation & Revival of Posts of GEC/DTE/10/756 dated 18-06-2013 (Non Plan-First post at Sr. 24).

Shri Nilesh Waman Shenvi Borkar shall sign a bond to serve five years from the date of his joining at Goa College of Engineering.

Shri Nilesh Waman Shenvi Borkar, is transferred at his own request and shall not be entitled for transfer TA and joining time.

By order and in the name of the Governor of Goa.

*Vivek B. Kamat*, Director & ex officio Addl. Secretary (Technical Education).

Porvorim, 4th September, 2014.



Department of Finance  
Revenue & Control Division  
Directorate of Accounts

Order

No. DA/Admn/45-3/2014-2015/TR-1351/58

Read: 1) Order No. DA/Admn/45-3/2012-13/  
/TR-2393/93 dated 31-12-2012.

2) Order No. DA/Admn/45-2/2013-14/  
/TR-1067/29 dated 11-07-2013.

Approval of the Government is hereby conveyed for extension of ad hoc promotion of the following officers as Assistant Accounts Officer of the Common Accounts Cadre of the Directorate of Accounts vide above read orders for further period as indicated against their names or till the appointment is made on regular basis, whichever is earlier:

Sr. No.	Name of Officer	Ad hoc appointment extended upto
1	2	3
1.	Shri Gajanan M. Naik	01-01-2014 to 31-12-2014.
2.	Smt. Bharati V. Naik	01-01-2014 to 31-12-2014.
3.	Shri Bhalchandra G. Amonkar	01-01-2014 to 31-12-2014.
4.	Shri Subraj S. Kanekar	01-01-2014 to 31-12-2014.
5.	Shri Clifford A. Pinto	01-01-2014 to 31-12-2014.
6.	Shri Jose Fernandes	01-01-2014 to 31-12-2014.
7.	Smt. Manisha M. Gaonkar	01-01-2014 to 31-12-2014.
8.	Shri Ulhas K. Naik	01-01-2014 to 31-12-2014.
9.	Shri Walter M. D'Mello	01-01-2014 to 31-12-2014.

1	2	3
10.	Shri Dilip S. Morajkar	01-01-2014 to 31-12-2014.
11.	Smt. Sebastiana Silva	01-01-2014 to 31-12-2014.

The GPSC has concurred the extension of ad hoc promotion vide letter No. COM/II/11/1(2)/2014/932 dated 26-08-2014.

By order and in the name of the Governor of Goa.

*G. P. Kanekar*, Director & ex officio Joint Secretary (Accounts).

Panaji, 8th September, 2014.

Order

No. DA/Admn/45-2/2014-2015/TR-1350/57

Read: 1) Order No. DA/Admn/45-2/2012-13/  
/TR-2392/92 dated 31-12-2012.

2) Order No. DA/Admn/45-2/2013-14/  
/TR-1068/30 dated 11-07-2013.

Approval of the Government is hereby conveyed for extension of ad hoc promotion of the following officers as Dy. Director of Accounts/Accounts Officer of the Common Accounts Cadre of the Directorate of Accounts vide above read orders for further period as indicated against their names or till the appointment is made on regular basis, whichever is earlier:

Sr. No.	Name of Officer	Ad hoc appointment extended upto
1	2	3
1.	Shri Laxman Gaude	01-01-2014 to 31-12-2014.
2.	Smt. Shradha J. Bhandiye	01-01-2014 to 31-12-2014.
3.	Shri Nazerath D'Costa	01-01-2014 to 31-04-2014. (ex-post facto) (upto the date of retirement).
4.	Shri Raghoba V. Gawandi	01-01-2014 to 31-12-2014.
5.	Shri Dattaram Kalshaonkar	01-01-2014 to 31-12-2014.



The GPSC has concurred the extension of ad hoc promotion vide letter No. COM/II/11/1(2)/2014/931 dated 26-08-2014.

By order and in the name of the Governor of Goa.

*G. P. Kanekar*, Director & ex officio Joint Secretary (Accounts).

Panaji, 8th September, 2014.

-----  
**Order**

No. DA/Admn/45-1/2014-2015/TR-1349/56

Read: 1) Order No. DA/Admn/45-1/2012-13/TR-2391/91 dated 31-12-2012.  
2) Order No. DA/Admn/45-1/2013-14/TR-1069/31 dated 11-07-2013.

Approval of the Government is hereby conveyed for extension of ad hoc promotion of the following officers as Joint Director of Accounts of the Common Accounts Cadre of the Directorate of Accounts vide above read orders for further period as indicated against their names or till the appointment is made on regular basis, whichever is earlier:

Sr. No.	Name of Officer	Ad hoc appointment extended upto
1	2	3
1.	Shri Dilip Humraskar	01-01-2014 to 31-12-2014.
2.	Shri Mario Rodrigues	01-01-2014 to 31-12-2014.
3.	Shri Subhash K. Pandit	01-01-2014 to 31-12-2014.
4.	Shri Sadashiv M. Govekar	01-01-2014 to 31-05-2014. (ex-post facto) (upto the date of retirement).
5.	Shri Tulshidas S. Naik	01-01-2014 to 31-12-2014.

The GPSC has concurred the extension of ad hoc promotion vide letter No. COM/II/11/1(2)/2014/933 dated 26-08-2014.

By order and in the name of the Governor of Goa.

*G. P. Kanekar*, Director & ex officio Joint Secretary (Accounts).

Panaji, 8th September, 2014.

## Department of Handicrafts, Textile & Coir

—  
**Order**

No. 1/01/2014/HT & C/59

Shri S. S. Gaonkar, Asstt. Director (Trg.), Department of Handicrafts, Textile & Coir is hereby relieved from the Department of Handicrafts, Textile & Coir with immediate effect, with the directions to report to the Director, State Directorate of Craftsmen Training for further posting.

Shri Gaonkar shall hand over the charge of the post of Asstt. Director (Trg.) to Shri Harish Adconkar, Under Secretary (Home-I) whose order is being issued by the Personnel Department and get himself relieved from the Department of Handicrafts, Textile & Coir.

By order and in the name of the Governor of Goa.

*Umeshchandra L. Joshi*, Under Secretary (HT & C).

Porvorim, 9th September, 2014.

◆◆◆  
**Department of Industries**

—  
**Proclamation**

No. 11/22/2014-IND

Read: 1) Government Notification No. 4/6/2014-IND/2014 (1) dated 13-08-2014, published in the Official Gazette, Series II No. 20 dated 14-08-2014.

2) Government Notification No. 4/6/2014-IND (2) dated 13-08-2014, published in the Official Gazette, Series II No. 20 dated 14-08-2014.

Whereas, the Government of Goa vide Notification No. 4/6/2014-IND/2014 (1) dated 13-08-2014, published in the Official Gazette, Series II No. 20 dated 14-08-2014, has declared an area specified in the Schedule hereto to be an industrial area (hereinafter referred to as the "said industrial area");

And whereas, the Government of Goa vide Notification No. 4/6/2014-IND (2) dated 13-08-2014, published in the Official Gazette, Series II No. 20 dated 14-08-2014, has earmarked the said industrial area as an industrial estate;

And whereas, the Government proposes to declare the said industrial area as specified in the Schedule hereto, which is earmarked as an industrial estate, to be notified area and to declare that the provisions of any law relating to local authority providing for control or erection of buildings, levy and collection of taxes, fees and other dues to the local authority which is in force in the said industrial area shall cease to apply thereof and that the Municipalities and the Village Panchayats which were receiving house tax from the occupants of the said industrial area under their respective laws, shall be compensated by the Government to the extent of the last financial year's collection of taxes for a period of five years in terms of clauses (a) and (c) respectively of sub-section (1) of Section 37A of the Goa Industrial Development Act, 1965 (Act 22 of 1965) (hereinafter referred to as the "said Act");

And whereas, the Government of Goa proposes to appoint the Goa Industrial Development Corporation (hereinafter referred to as the "said Corporation") for the purpose of the assessment and recovery of any taxes as per the provisions of law as in force, and to authorize the said Corporation to exercise all the powers, such as control or erection of buildings, levy and collection of taxes, fees and other dues in respect of local authority which is in force in the said industrial area and it is proposed that the house tax, other taxes, fees and all other types of dues so collected by the said Corporation in respect of the said industrial area shall be deposited with the Government immediately by the said Corporation after such collection under the following Budget Head, namely:-

- "0851 — Village and Small Industries;
- 101 — Industrial Estate;
- 02 — Collection of house tax from the occupants of the Industrial Estates."

in terms of clauses (b) and (d) of sub-section (1) of Section 37A of the said Act (hereinafter collectively referred to as the "said proposals").

Now, therefore, in pursuance of sub-section (2) of Section 37A of the said Act, the Government of Goa hereby invites all persons who entertain any objections to the said proposals to submit the same in writing with reasons, therefor, to the Director of Industries, Trade and Commerce, Panaji, within two months from the date of publication of this Proclamation in the Official Gazette.

## SCHEDULE

Taluka	Village	Survey No.	Sub-Division No.	Area in sq. mts.
Quepem	Cacora	165	1 part	2,185
		164	8 part	500
		167		16,600
		168	1	45,700
			Total	64,985

*Boundaries:*

- North: S. No. 164/16, 164/15, 164/14, 164/8, 169.
- South: S. No. 165/1, 164/8, 166/17, 16, 14, 166/12, 11, 6, 4, 5, 3, 170/2.
- East: S. No. 165/1, 168/2, 164/1, 8, 165, Nalla, Road.
- West: S. No. 165/1, 168/2, 170/2.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Industries).

Porvorim, 19th September, 2014.

Department of Labour

## Order

No. 28/25/2014-Lab/502

Whereas the Government of Goa is of the opinion that an industrial dispute exists between M/s. Kadamba Transport Corporation Limited, Porvorim, Goa, and it's workman, Shri Naguesh V. Gauns, represented by the Kadamba Kamgar Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7(1) of the said Act.

## SCHEDULE

- “(1) Whether the action of M/s. Kadamba Transport Corporation Limited, Porvorim, Goa, in refusing employment to Shri Naguesh V. Gauns, Helper Mechanic, is legal and justified?
- (2) If the answer to issue No. (1) above is in the negative, then, what relief the workman is entitled to?”

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Labour).  
Porvorim, 5th September, 2014.

## Notification

No. 28/1/2013-Lab/557

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 19-07-2013 in reference No. IT/79/98 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Meena Priolkar*, Under Secretary (Labour).  
Porvorim, 12th August, 2013.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

**(Before Ms. Bimba K. Thaly, Presiding Officer)**

Ref. No. IT/79/98

Shri Joao J. Mendes,  
H. No. 432, Godder,  
Macazana, Goa

... Workman/Party I

V/s

The Managing Director,  
Kadamba Transport Corporation Ltd.,  
P. O. Box No. 321,  
Panaji, Goa

... Employer/Party II

Workman/Party I represented by Adv. Shri A. Kundaiker.

Employer/Party II represented by Adv. Shri A. Palekar.

Panaji, Dated: 19-7-2013.

## AWARD

In exercise of powers conferred by Clause (d) of sub-section (1) of Section (10) of the Industrial Disputes Act (Central Act 14 of 1947)(for short the Act), the Government of Goa by order dated 24-8-1998 bearing No. IRM/CON/SG/(26)/98/10389 referred the following dispute for adjudication by this Tribunal.

- “(1) Whether the action of the Kadamba Transport Corporation Limited, Panaji, Goa, in dismissing from services Shri Joao J. Mendes, Helper, with effect from 6-3-1998, is legal and justified?
- (2) If not, to what relief the workman is entitled?”

2. On receipt of the reference a case was registered under No. IT/79/98 and registered A. D. notices were issued to both the parties. Accordingly both the parties appeared before the court. Party I filed the claim statement at Exb. 3 and Party II filed the written statement at Exb. 4.

3. In the statement of claim it is in short the case of Party I that he was employed with Party II as helper on daily wages w.e.f. 7-6-89. Vide order dated 28-2-90, he was taken on probation for initial period of three months. That he was issued charge sheet dated 18-8-97 alleging certain misconducts under clause Viii, Lii and Lviii of the Certified and Standing Orders (CSO) of Party II Party I filed reply to the charge sheet pursuant to which an enquiry officer was appointed who on completion of the enquiry submitted report holding Party I guilty of the charges under clause Viii and Lii of the CSO of the Party II which are assaulting any person inside the premises or vehicles of the corporation and use of impolite or insulting or abusive language, assault or threat of assault, intimidation or coercion within the premises of the corporation against the employee of the corporation or any other person authorized to work in the corporation, and any such act outside the premises of the corporation if it directly affects or is likely to affect the discipline or work or business of the corporation, Party I was served with a show cause notice and was called upon to show cause as to why punishment of dismissal should not be imposed on him. Party I submitted his reply however vide order dated 6-3-98 Party II dismissed him from services.

4. It is also the case of Party I that on 11-8-97 his wife had come with their daughter to the depot on 9-8-97 at around 4:30 p. m. to inform him



that their daughter was suffering from illness and required urgent medical treatment due to which Party I approached the superior foreman Shri Kishore Shirodkar and appealed to leave him early and Shri Kishore Shirodkar acceded to the verbal request. Party I after complying with the requisite formalities went to the security gate at about 4:45 p.m. to punch the card where the Asst. Security Shri Bhagat obstructed him and though Party I narrated the facts to him, Shri Bhagat declined to permit Party I in complying with the requisite formalities. The Asst. Security abused Party I whereupon Party I called upon the ADM to intervene in the matter. The ADM signed the card and permitted Party I to go early.

5. In the written statement Party II has denied the allegations made by the workman and has stated that ever since his appointment, Party I had committed various misconducts and was issued several memorandums/charge sheets and was imposed penalty as stated in para 3 of the written statement. It is stated that on 9-8-97 at 16:45 hrs. Party I assaulted and abused Shri Ramdas Bhagat, Security Assistant for not allowing him to go out without written note or an out pass duty signed by the superiors. It is stated that charge sheet was issued to Party I for assaulting and abusing Ramdas Bhagat and for leaving the workplace before the schedule time. It is stated that the explanation given by the Party I was not satisfactory and hence the enquiry was held in which Party I was given fair and reasonable opportunity to defend himself. Party II has denied that the enquiry was conducted in violations of principles of natural justice or that it was not fair and proper.

6. On the basis of above pleadings of the parties, following issues were framed at Exb. 5.

1. Whether the Party I proves that the domestic enquiry held against him is not fair and proper and impartial?
2. Whether the charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?
3. Whether the Party I proves that the action of the Party II in terminating his service is illegal and unjustified?
4. Whether the Party I is entitled to any relief?
5. What Award?

7. *Issue Nos.* 1 and 2 were treated as preliminary issues as they pertained to the fairness of the

domestic enquiry conducted against the workman and the findings of the Enquiry Officer. By order dated 26-5-08 it was held that the domestic enquiry held against the workmen was fair and proper and that the workman is guilty of the misconduct under clause Viii and Lii of the CSO of the Corporation.

8. Both the parties were then called upon to lead evidence on issue No. 3, 4 and 5.

9. In support of his case towards proof of aforesaid issues Party I examined himself whereas Party II examined Shri Tukaram Pawse and closed the case.

10. In his evidence Party I workman has stated that he is presently unemployed; that prior to order of dismissal dated 6-3-98, he was not imposed any penalty by Party II nor he was issued show cause notice by Party II.

11. In his cross examination the workman has admitted his signature on the copy of reply dated 27-3-91 (Exb. 16) filed to the charge sheet dated 19-3-91. He has stated that he was suspended on 19-3-91 which suspension was revoked in view of warning letter dated 18-6-92 (Exb. 17). He has admitted that he was issued warning letter dated 18-10-91 for assaulting the driver by name Manuel Fernandes. He has also admitted of having been served with memorandum dated 9-9-92 (Exb. 18), with suspension order dated 9-9-92 (Exb.19), of having received warning letter dated 15-9-92 (Exb. 20), and of having been served with charge sheets dated 23-3-92 and 8-4-93 (Exb. 23 colly). He has stated that he was fined Rs. 25/- in respect to the charge sheet at Exb.21 colly. He has stated that Party II had issued him memorandum dated 25-5-93 (Exb. 22). He has also admitted of having received notice dated 7-9-93 (Exb. 23) and notice dated 5-10-93 (Exb. 24). He has also admitted of having been served with memorandum dated 9-12-94 (Exb. 25) and warning letters dated 10-1-95 and 12-7-95 (Exb.26 colly). He has however denied the suggestions that prior to issuance of order dated 6-3-98 he was given ample opportunities to improve his conduct and that despite such opportunities given he did not improve his conduct.

12. Shri Tukaram Pawse has stated that before dismissing Party I from service, his past conduct was taken into consideration for imposing penalty. He has produced memorandum dated 26-9-91 issued to Party I for having pushed and tried to assault Manuel Fernandes, at Exb. 28. He has produced copy of order dated 31-5-93 whereby

Party I was informed that explanation given by him to the charge sheet dated 8-4-93 was found unsatisfactory and Party I imposed fine of Rs. 25 (Exb. 29). He has produced copy of order dated 1-7-93 whereby Party I was fined Rs. 15/- as punishment in respect of memorandum dated 17-6-93 (Exb. 30). He has produced memorandum dated 9-4-94 issued to Party I for refusing to do the work assigned (Exb. 31). He has stated that before issuing the dismissal order, Party I was issued show cause notice to which Party I had filed the reply and he has produced both the above documents at Exb. 32 colly. He has stated that the services of Party I were terminated after considering his past record so also the report of the enquiry officer.

13. In his cross examination Shri Pawse has stated that pursuant to the show cause notices issued to the Party I every time, he was imposed penalty. He has denied the suggestion that no show cause notice was issued to the Party I before imposing any of the penalties for his past records. He has denied the suggestion that Party I was not given any opportunity to give an explanation regarding the past records which are sought to be produced.

14. Heard learned Adv. Shri A. Kundaikar for Party I/workman and learned Adv. Shri A. Palekar for Party II/Employer.

15. In his arguments learned advocate for Party I by referring to Section 11-A of the Act stated that the court in terms of this section can award lesser punishment in lieu of dismissal. By inviting my attention to the findings of the enquiry officer wherein charge under clause Lviii of the CSO of Corporation which is "leaving of work before the siren or whistle signal is sounded" is held as not proved, he stated that the other incidents relating to clauses Viii and Lii took place as the workman was not allowed to leave the premises by the Asstt. Security. He argued that if the workman was not obstructed while leaving the premises, the further incidents as mentioned in clause Viii and Lii would not have occurred. He stated that the punishment of dismissal from service is disproportionate to the proved misconduct because even if the workman was convicted of the offence of assault and obstructing the Asstt. Security in a criminal trial, a punishment of less gravity would have been imposed upon him. He relied on the judgment in the case of **Management of LUK India (P) Ltd., V. Presiding Officer, Labour Court, Salem and others 2007 (3) L. L. N. 233** to contend that the punishment imposed has to

be proportionate to the charges framed. He also relied on the judgment in the case of **Bajaj Auto Limited V. Vijay Pal Singh M. Bhura & Anr. 2008 I CLR 916** to contend that nature of charge has to be looked into while imposing the punishment. Ld. Adv. for Party I urged that in the circumstances pointed out above Party I deserves to be reinstated with continuity in service.

16. On the other hand Ld. Adv. for Party II stated that Party I had been warned and was issued memorandums on various occasions in the past, but his conduct has not improved and thus considering all these factors it would not be proper and justified to interfere in the punishment imposed.

17. I have gone through the records of the case and have duly considered the submissions of both the learned advocates. My answers to issue No. 3, 4 and 5 are as under:

*Issue No. 3: .....Negative.*

*Issue No. 4: .....Negative.*

*Issue No. 5: .....As per order below.*

#### REASONS

18. *Issue No. 3:* Apparently, Party I has been dismissed from service vide dismissal order dated 6-3-98. The charges which are held as proved against Party I workman are under clause Viii and Lii, which read as under:

Viii: Assaulting any person inside the premises or vehicles of the Corporation.

Lii: Use of impolite or insulting or abusive language, assault or threat of assault, intimidation or coercion within the premises of the corporation against the employee of the corporation of any other person authorized to work in the corporation, and any such act outside the premises of the corporation if it directly affects or is likely to affect the discipline or work or business of the corporation.

19. No doubt, Sec. 11-A of the Act empowers the Tribunal to set aside the penalty imposed by the employer if the same is not justified but such discretion has to be used by the Tribunal judiciously and not otherwise.

20. In the case of **Ramakant Misra v/s State of U. P. and Others 1982 ILLJ 472**, the Apex Court while specifying the purpose of introduction of Section 11-A has held that "*It is now crystal clear that the labour court has the jurisdiction and power to substitute its measure of punishment in*

place of the managerial wisdom once it is satisfied that the order of discharge or dismissal was not justified in the facts and circumstances of the case.. Before we can exercise the discretion conferred by S. 11-A, the court has to be satisfied that the order of discharge or dismissal was not justified in the facts and circumstances of the case. These words indicate that even though misconduct is proved and a penalty has to be imposed, the extreme penalty of dismissal or discharge was not justified in the facts and circumstances of the case meaning thereby that the punishment was either disproportionately heavy or excessive. As stated earlier, it is a well recognized principle of jurisprudence which permits penalty to be imposed for misconduct that the penalty must be commensurate with the gravity of the offence charged”.

21. In the case of **Mahindra & Mahindra Ltd. v/s N.B. Nawade 2005-I CLR 803** a three Judge Bench of the Apex Court has held that “It is no doubt true that after introduction of Section 11-A in the Industrial Disputes Act, certain amount of discretion is vested with the labour court/Industrial Tribunal in interfering with the quantum of punishment awarded by the Management where the concerned workman is found guilty of misconduct. The said area of discretion has been very well defined by the various judgments of this Court referred to herein above and it is certainly not unlimited as has been observed by the Division Bench of the High Court. The discretion which can be exercised under Section 11-A is available only on the existence of certain factors like punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the court, or the existence of any mitigating circumstances which requires the reduction of the sentence, or the past conduct of the workman which may persuade the Labour Court to reduce the punishment. In the absence of any such factor existing, the Labour Court can not by way of sympathy alone exercise the power under Section 11-A of the Act and reduce the punishment”.

22. These principles have been reiterated by the Apex Court in several subsequent judgments including the case of **Jagdish Singh v/s Punjab Engineering College and Others 2009 LLR 752**, wherein it has been held that “The Courts and the Tribunals can interfere with the decision of the disciplinary authority, only when they are satisfied that the punishment imposed by the disciplinary authority is shockingly

disproportionate to the gravity of the charges alleged and proved against a delinquent employee and not otherwise. Reference can be made to the decision of this Court in the case of **V. Ramana v. A. P. S. R. T. C. and Ors., (2005) 7 SCC 338**, wherein it is stated:”

“The common thread running through in all these decisions is that the court should not interfere with the administrator’s decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the Court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in *Wednesbury* case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision for that of the administrator. The scope of judicial review is limited to the deficiency in decision-making process and not the decision.

To put it differently unless the punishment imposed by the disciplinary authority or the Appellate Authority shocks the conscience of the court/Tribunal, there is no scope for interference. Further to shorten litigations it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof. In a normal course, if the punishment imposed is shockingly disproportionate it would be appropriate to direct the disciplinary authority or the Appellate Authority to reconsider the penalty imposed.”

23. The Principles which emerge from the aforesaid decisions are that the Tribunal/Court can interfere with the punishment and alter the same only if it comes to the conclusion that the punishment imposed is either shockingly disproportionate to the gravity of misconduct and shocks the conscience of the Tribunal/Court and persuades the Tribunal/Court to reduce the punishment or when there are mitigating circumstances which require reduction of the sentence.

24. In the light of the aforesaid binding principles laid down by the Apex Court the question which falls for my consideration is whether the penalty imposed on the Party I is shockingly disproportionate to the charges levelled and proved and whether there are mitigating circumstances requiring reduction in the sentence.



25. Though learned advocate for Party I contended that the acts under which Party I is held guilty would not have been committed in case Party I was not obstructed while leaving the premises (which charge is not proved) to my mind, the Asst. Security Shri Ramdas Bhagat was at the relevant time discharging his official duties and therefore assaulting a person on official duty so also abusing him is obviously a serious misconduct. Such acts amount to indecent and disorderly behaviour of Party I. Merely because the charge levelled against the workman, of leaving the premises is not proved, the same by itself would not mean that the workman could assault and abuse the Asst. Security who was on duty as, such acts committed by Party I workman are of unbecoming of an employee of Party II who is a Government company and also a state transport undertaking under the provisions of the Motor Vehicles Act, 1988.

26. As pointed out above, while exercising discretion under Section 11-A of the Act court has to look for the existence of mitigating circumstances or to the past conduct of the workman, in order to reduce the sentence and in the absence of these factors court cannot by way of sympathy alone exercise the power under this section.

27. Undoubtedly the past conduct of Party I is not appealing for the reasons that admittedly Party I was issued charge sheet dated 19-3-91 on the subject of missing of the cash box to which he filed a reply dated 27-3-91 (Exb.18). It is also admitted by Party I that he was suspended on 19-3-91 and the suspension was revoked vide letter dated 18-6-92 (Exb.17) wherein he was warned not to repeat such incidents. There is also admission on the part of Party I regarding issuance of warning letter dated 18-10-91 for assaulting driver Manuel Fernandes and also memorandum dated 9-9-92 (Exb. 19) for leaving the depot without sanction of leave. He has also admitted that he was suspended vide suspension order dated 9-9-92 (Exb.19) for unauthorized absence and also of receiving warning letter dated 15-9-92 (Exb. 20) not to repeat such acts as mentioned in Exb. 18.

28. Party I has also admitted of having been served with charge sheets dated 23-3-92 and 8-4-93 (Exb. 21 colly) and of imposition of fine of Rs.25/- with respect to the same. He has further admitted of having been served with memorandum dated 25-5-93 (Exb. 22) for refusing to carry out loading work. He has admitted of

having refused to work in recambering section and of having been issued notice 7-9-93 (Exb. 23) with respect to the same. He has admitted of having received notice dated 5-10-93 (Exb. 24) for not reporting for duty from 4-9-93 till 5-10-93. He has further admitted of having been served with memorandum dated 9-4-94 (Exb. 25) for leaving the duty place before schedule break and for arguing and abusing foreman. He has admitted of having received warning letter dated 10-1-95 and 12-7-95 (Exb. 26 colly) for sleeping during working hours.

29. Even for that matter, witness of Party II Shri Pawse has also produced at Exb. 28 a memorandum dated 26-9-93 issued to Party I for pushing and trying to assault Manuel Fernandes, Order dated 31-5-93 (Exb. 29) intimating Party I that explanation given by him to the charge sheet dated 8-4-93 (Exb. 21 colly) was unsatisfactory, order dated 1-7-93 (Exb. 30) with respect to memorandum dated 17-6-93 whereby a fine of Rs.25/- to be recovered from salary, was imposed on Party I and memorandum dated 9-12-94 (Exb. 31) issued to Party I for refusing to do work assigned.

30. Thus, the above documentary evidence clearly go to indicate that the past record of Party I is not satisfactory.

31. Even accepting the submission of the learned advocate for Party I that the gravity of the punishment that would have been imposed upon the Party I by a criminal court (if he was convicted for the offence of assault and giving abuses), would be lesser as compared to the punishment imposed by the disciplinary authority, to my mind, the same cannot be a mitigating circumstance to interfere in the punishment imposed by the disciplinary authority. This is because, the punishments prescribed for the offences under the Indian Penal Code, are for the commission of criminal offences whereas the punishments imposed by the disciplinary authorities are for violation of discipline in the establishment/ /institution and which is so in the terms of the CSO of the establishment/institution.

32. In the judgment in the case of **Management of LUK (supra)** the charge sheet issued to the workman stated that he along with a group of employees committed certain misconducts mentioned therein. In this case reference is made to the judgments in the case, of **Ved Prakash Gupta V. Delton Cable India (Private) Ltd., Faridabad (1984) (2) L. L. N. 27**, the observations

in which indicate that the charge levelled against the appellant therein is not a serious one and even if proved it would not result in the total loss of confidence of the management in the appellant. The observations in this judgment further indicate that there was no record to show that any previous adverse remark against the appellant was taken into consideration by the management for awarding the extreme penalty of dismissal from service. Reference is also made in this case, to the judgment in the case of **Indian Oil Corporation Ltd., Madras V. Second Additional Labour Court, Madras, and another (1993) (1) L. L. N. 777**, in which it is held that when the evidence with regard to the misconduct of number of workman is identical there has to be rational and reasonable explanation for awarding different punishment to the different workmen on the same evidence. In this case though several workers had accompanied the petitioners/workmen, they alone were charge sheeted and were thrown out from service. The set of facts in the instant case are totally different from the above case as in the instant case the past record of the Party I workman is not satisfactory and also that the charge sheet has been issued to Party I/workman alone and not along with a group of employees.

33. As regards the judgment in the case of **Bajaj Auto Limited (Supra)** though the workman therein was issued charge sheet alleging acts of misconduct such as commission of an act subversive of discipline or good behaviour on the premises of the establishment and drunkenness, riotous, disorderly or indecent behaviour on the premises of the establishment, the labour court held that the only charge proved against the workman is that he was guilty of unauthorizedly going to the terrace to wash his clothes during his duty hours which is an act subversive of discipline on the premises of the establishment. It was in this situation wherein the labour court held that the second charge of disorderly or indecent or riotous behaviour on the premises of the establishment was not proved, the labour court passed an order for reinstatement with continuity of service, but without back wages. In the instant case, as pointed out by me supra, the charge proved against the workman is a serious charge as compared to the charge in the above case and hence the observations in this judgment cannot be imported to apply to the instant case.

34. In the situation pointed out above, the ratios in both the aforesaid judgments cannot be made applicable in the instant case. In the dismissal order dated 6-3-98, the past record of Party I has been considered and it is mentioned therein that though various punishment such as warnings, fine etc. was imposed upon Party I in the past, he has not shown sign of improvement. To my mind, the misconduct proved against the workman which is of assaulting the Asst. Security inside the premises of Party II and using abusive language towards him being a serious misconduct, the same does not call for any leniency and which if shown would have effect on the discipline maintained in Party II. Even otherwise, the past record of Party I is not such as to persuade this court to reduce the punishment.

35. This being the case, it would not be proper and justified to hold that the punishment imposed by the disciplinary authority is shockingly disproportionate to the proved misconduct or that it has shocked the conscience of the court and therefore there is no scope for the interference. Consequently, no case has been made out by Party I for reduction in sentence. The action of Party II in terminating the services of Party I therefore cannot be called as illegal and unjustified. Hence my findings.

36. *Issue No. 4:* In view of discussion supra, Party I is not entitled to any relief.

37. In the result, I pass the following.

#### ORDER

1. It is hereby held that the action of the Kadamba Transport Corporation Limited, Panaji, in dismissing from services, Shri Joao J. Mendes, Helper, with effect from 6-3-1998, is legal and justified.
2. Party I/workman Shri Joao J. Mendes is therefore not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-  
Bimba K. Thaly  
Presiding Officer  
Industrial Tribunal-cum-  
Labour Court-I

#### Notification

No. 28/1/2013-Lab/665

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on



03-09-2013 in reference No. IT/65/02 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Meena Priolkar*, Under Secretary (Labour).

Porvorim, 27th September, 2013.

-----  
IN THE INDUSTRIAL TRIBUNAL  
AND LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI  
(Before **Ms. Bimba K. Thaly, Presiding Officer**)

Ref. No. IT/65/02

Shri Diogo Lucas,  
Near Government High School,  
New Vaddem,  
Vasco da Gama, Goa

... Workman/Party I.

V/s

M/s. Majorda Beach Resort,  
Majorda, Goa

... Employer/Party II.

Workman/Party I represented by Adv. Shri M. Fernandes.

Employer/Party II represented by Adv. Shri M. S. Bandodkar.

#### AWARD

(Passed on this day of 3rd September, 2013)

By order dated 14-10-02, bearing No. 28/29/2002-LAB, the Government of Goa in exercise of the powers conferred by clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (for short The Act) has referred the following disputes for adjudication.

“(1) Whether the action of the Management of M/s. Majorda Beach Resort, Majorda, in terminating the services of Shri Diogo Lucas, Electrician, with effect from 31-1-2002, is legal and justified?

(2) If not, what relief the workman is entitled to?”

2. Upon receipt of the reference, a case was registered under No. IT/65/02 and registered AD notices were issued to both the parties and upon service, Party I filed the claim statement at Exb. 4 and Party II filed the written statement at Exb. 5. Party I then filed the rejoinder at Exb. 22.

3. In the claim statement it is in short the case of Party I that he was appointed as Electrician with Party II with effect from 20-02-1996 and was paid salary of Rs. 2000/- per month. It is also his case that subsequently Party II entered into contractual agreement from 1st April, 1996 for a specific period of one year as per clause 1 of the said agreement. It is his case that he was in continuous and uninterrupted services thereafter, with all benefits until his services were illegally terminated on 31st January, 2002. It is stated that the duties performed by the Party I were of repairs of electrical parts, attending electrical faults, wirings for the hotel rooms, wirings for party functions in and around the hotel premises and to look after any repairs in exigency. It is stated that apart from the designated work, Party I was asked to do plumbing works, carpentry works, S.T.P. operator etc. according to the oral order of the management as and when required. It is stated that Party I rendered his services upto 30-01-2002 and from 31-1-2002 the management terminated his services without any reasons and did not pay the salary of that month nor paid any sum/amount or released the termination benefits at the time of termination. It is stated that on 31-01-02 when Party I reported for duty, as usual at around 8.30 a.m., he was not allowed inside the hotel premises by the security and when he entered the time office, he did not find his punching card and was informed by the security that the same was removed as per the instructions of the Personnel Manager who also told him not to allow Party I inside the hotel premises. It is stated that Party I addressed a letter dated 4-2-02 under registered AD post to the management with a copy to Dy. Labour Commissioner, requesting to allow and continue him in service with immediate effect but Party II did not accept the said letter, which was returned with postal remarks “refused return to sender”. It is stated that the Dy. Labour Commissioner initiated the discussions but the matter ended in failure. It is the case of Party I that Party II did not pay retrenchment compensation as per the provisions of Section 25-F of the Act and he was also not paid leave wages due to him. Party I has therefore prayed to reinstate him in service with full back wages and continuity of service with costs.

4. In the written statement Party II has denied the case of Party I and has stated that the technical services of Party I were engaged for specific period from 20-02-96 till 31-03-96 on consolidated fees of Rs. 200/- per month and after the end of working

hour on 31-03-96, his contractual period automatically stood terminated. It is further the case of Party II that the technical services of Party I as an Electrician were again availed from 1-04-96 purely on contractual basis by signing a contract to that effect. It is stated that the said contractual appointment was continued for year to year basis on the same terms and conditions which were accepted by Party I. It is stated that on and around 31-01-02 Party I was not providing any services to Party II without any reason. It is stated that it was an apprehension in the minds of Party II that because on 30-1-02 Party I had threatened the Chief Engineer of dire consequences and the company was therefore likely to take action against Party I perhaps therefore he was not coming to the hotel. It is stated that the management had received various complaints against Party I. It is stated that the management at no point of time has stopped Party I from attending the job and not any time not allowed him to join the duties or not allowed to punch the card on 31-01-02 or thereafter. It is stated that Party I himself has not reported for work because he was guilty that he had committed misconducts of threatening the Chief Engineer of the company of dire consequences.

5. It is also the case of Party II that the management had cleared its stand before the Conciliation Officer/Dy. Labour Commissioner that if Party I desires, he can report for duty however company would take appropriate action against him of misconducts committed by him. It is stated that due to this reason Party I made a false complaint before the Dy. Labour Commissioner purporting that the management had refused him the employment and that the action on the part of management was illegal and unjustified and he should be allowed to resume the duty. It is stated that since the technical services of Party I were engaged on purely contractual basis, he was not entitled for any of the benefits given to the other workers of the company. Thus amongst above and other grounds Party II has prayed to reject the reference.

6. In the rejoinder Party I has controverted the case setup by Party II in the written statement and has asserted its case projected in the claim statement.

7. On the basis of the pleadings of the respective parties issues dated 7-10-04 (Exb. 23) were framed.

8. In support of this case Party I Shri Diogo Lucas besides examining himself as witness No. 1, examined Mr. Gaurish G. Sawant as witness No. 2. On the other hand Party II examined Mr. Ashok Gaitonde, Manager-HR, Personnel & Admn. of Party II as their witness and closed the case.

9. Heard Id. Adv. Shri M. Fernandes for Party I and Ld. Adv. Shri M. S. Bandodkar for Party II. Both the Ld. Advocates have also filed the written arguments.

10. In his arguments Ld. Advocate for Party I submitted that Party I was not allowed to punch the card on 31-1-02 and as such he was denied the employment from that day. He argued that Party I was employed pursuant to the agreement dated 11-4-96 and was continued in employment till the date of his termination. By referring to the complaints brought on record through the witness of Party II dated 26-1-02 (Exb. 40), at Exb. 41 and dated 30-1-02 (Exb. 42), Ld. Adv. for Party I stated that Party II did not conduct any enquiry pursuant to above complaints and those complaints do not relate to Party I. He argued that after Party I was not allowed to join the duties on 31-01-02, Party I sent a registered AD letter dated 4-2-02 to Party II requesting to allow him to join the duties but Party II refused to accept the said letter. He stated that the very fact that this letter was addressed on the correct address of Party II, it has to be presumed that the letter was duly served on Party II. In support of his above submissions, he relied on the judgment in the case of **Basant Singh & Anr. v/s Roman Catholic Mission, Appeal (civil), 6489/2002 (SC)** and in **M/s. Madan & Co. v/s Wazir Jaivir Chand, AIR 1989 SC 360**.

11. On the other hand Ld. Advocate for Party II argued that Party I did not produce any letter stating that his services were terminated and according to him the watchman or HR Manager is not empowered to terminate the services. He stated that Party I voluntarily abandoned the services. By inviting my attention to the agreement dated 01-04-96, he stated that this agreement itself shows that the services would be automatically terminated as Party I was working on contractual basis. He then invited my attention to the reply dated 2-5-02 filed by Party II before Dy. Labour Commissioner and stated that as per the stand of Party II, Party I himself was not reporting for work apprehending that management would take action against him as he had given threats to the Chief Engineer of dire consequences on 30-1-2002. He then argued that

during the conciliation proceedings Party I was offered employment but Party I demanded continuity in services along with back wages. According to Ld. Advocate for Party II the reference sent for adjudication is incorrect as the issue to be adjudicated ought to have been on the subject of demand made as above by Party I and not on the subject of termination of his services by Party II. In support of his above submissions he relied on the judgment in the case of **Moolchand Kharati Ram Hospital K. Union v/s Labour Commissioner and Co. 2001 (1) L.L.N. 920 and in the case of M/s. India Tourism Development Corporation, New Delhi v/s Delhi Administration, Delhi and Ors. 1982, LAB. I.C. 1309**. He also argued that since Party I was given the offer of employment during the conciliation proceedings and also by way of pleadings in the written statement and he having failed to respond to the offer, he cannot reap the benefit of his own fault. He further stated that it is open to the employer to assign any work or to transfer the employee and that the employee cannot insist to work in a particular department. He then argued that a workman who does not accept the offer of reinstatement is not entitled to be reinstated with full back wages. In support of his above submissions Ld. Advocate for Party II relied on the judgments in the case of **Raju Sankar Poojary v/s Chembur Warehouse Company and Anr. 2003 L.L.R. 1150**, in **Kashiram and Anr. v/s Karnataka State Road Transport Corporation 2003 1 L.L.R. 1153**, in **New India Co-operative Bank Ltd., v/s Shankar B. Bangera 2007 L.L.R. 149**, in **Sonal Garments v/s Trimbak Shankar Karve 2002 III C.L.R. 488**, in **Management of RAS Theatre v/s Presiding Officer, Labour Court, Salem and Anr. 2004 L.L.R. 1130** and in **Tirloki Nath (Shri) v/s Shri Dharam Paul Arora and Anr. 2006 L.L.R. 1043** etc. Further, on the subject of claim of Party I of back wages, Ld. Advocate for Party II stated that there is no pleading in the claim statement that the Party I is not gainfully employed from the date of alleged termination of services and therefore he cannot claim back wages. In support of his above statement, Ld. Advocate for Party II relied on the judgment in the case of **Kendriya Vidyalaya Sanghathan and Anr. v/s S.C. Sharma 2005 L.L.R., 275** and in the case of **U.P. State Bridge Corporation Ltd., v/s Maharashtra General Kamagar Union 2008(2) Bom. CR. 619**.

12. I have gone through the records of the case and have duly considered the arguments advanced.

13. I am reproducing herewith the issues along with their findings and reasons thereof.

Sr. No.	Reasons	Findings
1	2	3
1.	Whether the Party I proves that he was employed with the Party II as an Electrician on salary of Rs. 2000/- per month?	In the positive.
2.	Whether the Party I proves that the Party II terminated his services with effect from 31-01-2002 in violation of provisions of Sec. 25-F and 25-H of the I.D. Act, 1947?	In the positive except violation of Sec. 25-H.
3.	Whether the Party I proves that the action of the Party II in terminating his services w.e.f. 31-01-2002 is illegal and unjustified?	In the positive.
4.	Whether the Party II proves that the technical services of the Party I were availed from time to time on contractual basis on payment of professional fees/ /charges of Rs. 2000/- per month?	In the negative.
5.	Whether the Party II proves that Party I remained absent from 31-01-2002 apprehending that the Party II would take action against him for having committed acts of misconduct?	In the negative.
6.	Whether the Party I is entitled to any relief?	As per Award.
7.	What Award?	As per order below.

#### REASONS

14. *Issue Nos. 1 and 4:* Both these issues are answered together for the sake of convenience, being interconnected. This is because it is the case of Party I that he was employed with Party II as an Electrician and was paid salary of Rs. 2000/- whereas according to Party II based on the work exigencies and requirement, the technical services of Party I were engaged from time to time on contractual basis on payment of professional



fees/charges of Rs. 2000/- per month. In his evidence Party I Shri Diago Lucas has stated that he was working with Party II as an Electrician and was drawing salary of Rs. 2000/- per month. He has produced the salary certificate dated 16-05-97 at Exb.W1. This certificate is issued by Asstt. Personnel Officer of Party II, on the Letter Head of Party II and it states that Party I has been working with Party II since 1-4-96 and was drawing presently a salary of Rs. 2000/- per month. Party I has produced the agreement dated 1-4-96 at Exb. 32/Exb. 39. Party I has also produced certificates dated 22-3-96 and 29-6-2000 at Exb. W/4 colly issued by Dy. Chief Engineer of Party II, on the Letter Head of Party II stating that Party I has been working with Party II as an Electrician w.e.f. 20-02-96. The above documents at Exb. W-1 and Exb. W-4 colly are not challenged in the cross examination of Party I.

15. No doubt, reading of the agreement at Exb. 32/Exb. 39, gives an appearance that Party I was appointed purely on contractual basis but is a matter of fact and it is not disputed by Party II that this contractual appointment was continued from year to year basis on the same terms and conditions. In his evidence, Party I has stated that after expiry of the probation period his services were not terminated and as such he was absorbed as regular and permanent employee. He has stated that he has Employees Provident Fund under Account No. MH/10188/756 and he has produced the provident fund slips for the year 1996-97, 1997-98 and 1999-2000 at Exb. W/2 colly. He has also produced leave application forms submitted by him while availing paid leave, at Exb. W/3 colly. He has also produced copy of ESI identity card at Exb. W/7 and all these documents go to indicate that the services of Party I were not availed from time to time on contractual basis but he was employed with Party II in continuous employment as envisaged u/s 25-B(2)(ii) of the Act. It is therefore clear that Party I has proved issue No. 1 whereas Party II has failed to prove issue No. 4. Hence my findings.

16. *Issue Nos. 2, 3 and 5:* All these issues are answered together because it is the case of Party I that Party II terminated his services with effect from 31-01-2002 illegally, without justification and according to Party II, Party I remained absent from 31-01-2002 apprehending that Party II would take action against him for having committed the acts of misconduct.

17. In his evidence Party I has stated that on 31-01-02 the security guard of Party II forbade his

entry and joining the duty with the Employer. He has stated that on 4-2-02 he made a written representation to the employer by registered AD post which was refused by the Employer and the same was returned by Postal Authorities with endorsement "refused, return to sender". He has stated that upon his representation to the Dy. Labour Commissioner, a notice was issued to Party II who by reply dated 2-5-02 made false allegations by stating that his services were not terminated and that Party I on his own remained absent due to alleged actions of issuing threats and causing sabotage in the functioning of the enterprise of the Employer and to avoid the alleged enquiry to be initiated by the management. He has produced the envelope containing letter dated 4-2-02 with postal endorsement on it as "refused return to sender" as well as the copy of his letter dated 4-2-02 at Exb. W/5 and Exb. W/6 respectively. Party I has produced the copy of reply by Party II dated 2-5-02 at Exb. W-8.

18. In his cross-examination, he has denied the suggestion that he on his own abandoned the service from 31-03-02 as he had committed serious acts of misconducts of sabotaging and threatening the Chief Engineer of the Company. He has also denied the suggestion that the company had not refused to accept the letter dated 4-2-02. Further, he has denied the suggestion that he had not reported for work after 31-01-02 or that he was not prevented from joining the duty.

19. Mr. Gaurish Sawant has stated that on 31-01-02 he saw Party I outside the gate of Party II and on enquiry he came to know that Party I was not permitted to enter the hotel premises of the Party II by the security guard of Party II. In his cross-examination, he has denied the suggestion that his above statements are false.

20. Mr. Ashok Gaitonde the witness of Party II has stated that the company has not terminated the services of Party I but he himself remained absent w.e.f. 31-01-02 onwards. In his cross-examination, he has feigned ignorance on the subject as to whether the management had replied the letter dated 4-2-02 (Exb. W/6).

21. In the context of above controversy clause 9 of agreement dated 1-4-96 (Exb. 32/Exb. 39) gains significance. The relevant extract of it reads as under:

9. *It is further agreed that if you remain absent for six consecutive days without permission from the management it shall be presumed that you have abandoned the contract or defaulted the contractual arrangement and as such it shall stand terminated.*

22. If one believes the case of Party II that Party I on his own remained absent with effect from 31-1-02 then in such case it is not understood as to why Party II in terms of above clause by presuming that Party I had abandoned the contract/service, terminate his services. Even for that matter, perusal of the postal remark on the envelope at Exb. W/5 (vide which Party I had sent a letter dated 4-02-02 to Party II under registered post mentioning therein that the management had refused and stopped him from joining the duty from 3-2-02, 1-2-02, 2-02-02 and 4-2-02, when he was continuously reporting for duty) it becomes clear that the Party II refused to accept this envelope as the endorsement on it reads as "refused, return to sender". Mr. Ashok Gaitonde has also stated that he does not know whether the management had replied the letter at Exb. W/6 and this statement in turn makes it clear that it is not the case of Party II that this envelope was not sent on the correct address of Party II. This being the situation, it can be safely presumed in the light of observations in the judgment in the case of **Basant Singh and M/s. Madan and Co. (both cited supra)** that the letter/envelope was duly served upon Party II.

23. In case, as stated by Party II, Party I had abandoned the services, there was no reason for Party I to send letter dated 4-2-02 to Party II requesting to allow and continue his services with immediate effect. This approach of Party I makes it clear that Party I was willing to continue with service and therefore there is every reason for me to come to the conclusion that Party I was refused employment on 31-1-02 which amounted to termination of his services i.e. retrenchment u/s 2 (oo) of the Act.

24. In the above context, I would refer to the judgment in the case of **Dharmaraj Vithoba Natekar v/s Unique Industries & Ors. (1996) II L.L.J. 948 Bom.**, in which case the workman was continuously working in the service of the Employer from 1-8-92 upto 30-3-85 but remained absent on several days intermittently. Finally, he reported for work but was not allowed to resume work on the ground that he had voluntarily abandoned service. The Workman demanded reinstatement in service with continuity and back wages however the Labour Court declined to grant any relief. In the writ petition filed by the Workman it is observed that abandonment of service is an inference which can be raised upon consideration of totality of circumstances and that the court should raise that inference only if it is satisfied that the circumstances do indicate

that the Workman was clearly not interested in continuing with his service. Thus, amongst above and other observations, Hon'ble Bombay High Court set aside the order of the Labour Court and directed the Employer to reinstate the workman with continuity in service but without any back wages for certain period mentioned in the judgment.

25. Like in the above judgment, Party I herein has though stated that he was not allowed to join the duty w.e.f. 31-1-02 and which fact is denied by Party II, the intention of Party I to resume duty is apparent from his letter dated 4-2-02 and therefore there is every reason for me to raise the inference that Party I was interested in continuing with his service.

26. On the above subject, I would also refer to judgment in the case of **The Executive Engineer, Irrigation Div. I, Jaipur and Anr. v/s Nar Narain 1994 L.L.R. 538**, in which it is observed as under:

*"The employee is always in a disadvantageous position vis-a-vis the employer. He is not in a position to dictate the terms of employment qua the employer. It is the sweet-will of the employer to engage a Workman on the terms and conditions which suit the employer. However, when a Workman leaves service after working for a year or more, the natural conduct which is expected of the employer is to make an enquiry as to why the workman is not coming on duty".*

27. Reference is also made to the judgment in the case of **Gaurishankar Vishwakarma v/s Eagle Spring Industries Pvt. Ltd., 1987 (55) FLR 689** in which it is observed that even in a case of abandonment of service, the employer has to give a notice to the Workman calling upon him to resume his duty and must hold an enquiry before terminating his services on that ground.

28. Thus, the above observations read with clause 9 of Exb. 39 (to which reference is made supra) make it clear that it was the bounden duty of Party II to have made enquiry as to why the Party I was not coming on duty. On the contrary, it appears that Party II has even refused to accept the letter dated 4-2-02 sent by the Party I by registered AD post and such approach of Party II therefore speaks volumes.

29. It is seen that Party I in his cross-examination has admitted that in the course of conciliation proceedings company had offered to employ him in the establishment. He has stated



that he had agreed to join the duty provided he was given back wages. Even for that matter, in the written statement filed by Party II it is stated that if Party I desires, he can report for duty since management has not terminated his services. It may be mentioned here that as I have already come to the conclusion that the services of Party I were terminated by Party II w.e.f. 31-1-02, the above stand of Party II taken before the conciliation officer/the court appears to be an afterthought precisely to cover up the story of not accepting the letter dated 4-2-02. This is also because Party II would otherwise have definitely made enquiries about absence of Party I from duty from 31-1-02 rather than apprehending that Party I perhaps was not coming for duty fearing action against threatening the Chief Engineer of Company of dire consequences. It is for this very same reason I find no force in the contention of Ld. Advocate for Party II that the reference forwarded to this court for adjudication on the subject of termination of services of Party I is bad and that the same should have been worded on the subject of demand made by Party I, after he was given offer of employment by Party II. Being so, the observations in the judgments in the cases of **M/s. India Tourism Development Corporation and Mulchand Kharati (both cited supra)** cannot be made applicable to the case in hand. Even otherwise, it is noted that the reference in these cases was quashed by the Hon'ble High Court and the Hon'ble Apex Court in the writ petitions and not by the Tribunal, apart from the fact that the fact situation in the cases in the above judgments is totally different from the fact situation in the instant case.

30. Even for that matter, the ratios in the judgments in the cases of **Raju Sankar Poojari, Kashiram, New India Co-operative Bank Ltd., Management of RAS Theatre, Tirloki Nath, (all cited supra)** cannot be made applicable to the case at hand for the reasons that in all the above cases the employee despite letters/ intimations from the company to join the duty did not join and therefore it is in these circumstances held that the employee though offered reinstatement, did not accept the same and hence was not entitled for the reliefs claimed.

31. In the judgment in the case of **Sonal Garments (supra)** it is the case of the Workman that his employment was terminated orally but according to the employer the Workman

remained absent unauthorizedly but he was free to join his duty. The Labour Court accepted that the employer had terminated the employment of the employee and that the employee had not abandoned the employment. Thus, the Labour Court ordered his reinstatement with full back wages and continuity of service. In the writ petition the Hon'ble High Court of Bombay did not interfere with the award of reinstatement as the findings were based on the facts and evidence on record but as regards the back wages it was observed that the employee was not entitled to get the back wages from the date of the written statement as it appeared that there was no response from the employee and that he did not report for work at all. It may be mentioned here that in this case the employer had made an unconditional offer of reinstatement in the written statement, which was not accepted by the Workman. Unlike in the above case, the offer made herein for reinstatement is that Party I could report for duties but the company would take appropriate action against him of the misconducts committed by him. Even otherwise, what appears from the statement brought on record in the cross examination of Party I is that even before this Tribunal the company had offered re-employment to Party I by putting him in different department but Party I stated that he was ready to go in any other department provided he was appointed as an Electrician and hence company did not offer him any employment. It is suggested to Party I in his cross examination that company had offered to employ him in other department since there was complaint against the Party I from the Chief Electrical Engineer and that the enquiry was to be initiated in respect of the said complaint and hence it was felt that the Party I should not be kept in the same department during the pendency of the enquiry. It is therefore clear from above, that the offer of re-employment given to Party I was apparently not unconditional like in the case of the judgment in the case of **Sonal Garments (supra)**. That apart, unlike in the present case, there is nothing in the above reported judgment that the employee therein after he was refused employment had sent letter to the employer to allow him to continue in the service and therefore even for this reason the ratio in the above judgment cannot be made applicable to the instant case.

32. Coming to the case of Party II regarding the misconducts committed by Party I, it is stated by Mr. Ashok Gaitonde that there were several complaints against Party I for sabotaging the

Engineering plant, including putting the diesel in the drinking water as also unauthorized interfering and sabotaging the AC plant. Mr. Gaitonde has produced the copy of the reports on the above subject at Exb. 40 and Exb. 41. Mr. Gaitonde has further stated that on 30-1-02 Party I committed serious misconduct as per their service rules of threatening the Chief Engineer of dire consequences stating that “I will show you when you come outside the hotel” and he has produced the copy of the said report dated 30-1-02 from the Chief Engineer at Exb. 42. Shri Gaitonde has stated that thereafter knowing that the management may take serious action against him for the above misconducts committed by him, Party I himself started remaining unauthorisedly absent from duty w.e.f. 31-1-02 and at no point of time company stopped him from attending his duties.

33. In his cross-examination, Mr. Gaitonde has stated that he cannot disclose as to what time the report at Exb. 41 was received on 19-01-02. He has denied the suggestion that the said complaint was fabricated. With regard to the complaint dated 30-1-02 at Exb. 42 Mr. Gaitonde has denied the suggestion that the same is a fabricated complaint.

34. I have gone through the report at Exb. 40, Exb. 41 as well as the complaint at Exb. 42. Exb. 40 prima facie does not disclose the name of the Party I as the person who caused the power failure on 17-1-02, as stated in this report. Even for that matter Exb. 41 also prima facie does not disclose that it was Party I who added diesel in the tank and what appears from this report is that it is the apprehension of the person who filed this report that Party I committed the said act. As regards the complaint at Exb. 42 it is stated therein that Party I gave threats to the Chief Engineer. Nevertheless, in my view in case Party I had committed the acts as mentioned in the above exhibits, it was for Party II to have initiated proper action against Party I by conducting the enquiry and without taking such action it is not proper on the part of Party II to contend that Party I remained absent from duty w.e.f. 31-01-02 fearing that management would take serious action against him for the misconducts committed by him. If such was the case, there was no reason for Party I to address letter dated 4-2-02 to Party II requesting to allow and continue his service with immediate effect. Thus, this very fact negates the above defence projected by Party II giving reasons on the subject of absence of Party I from service w.e.f. 31-1-02.

35. At any rate, since discussion above makes it clear that Party I was in the continuous employment of Party II prior to retrenchment, it was incumbent upon Party II to have complied with the provisions of Section 25-F of the I.D. Act which lays down the conditions precedent to retrenchment and therefore the termination without such compliance is illegal and unjustified.

36. As regards violation of Section 25-H at the end of Party II, this section relates to “Re-employment of retrenched Workmen”. It in short states that the employer if he proposes to take into his employ any persons, shall give preference to the Workmen who are retrenched. It may be mentioned here that in the claim statement Party I has made a casual statement that the provision of Section 25-H of the Act is not complied with and he has not stated in details about the acts done by the employer towards violation of above provision. Even otherwise, in his arguments Ld. Advocate for Party I fairly conceded that Party I has not adduced any evidence on the above subject matter. Thus, Party I has failed to prove the violation of provision of Section 25-H by Party II. Hence my findings.

37. *Issue No. 6:* The relief sought by Party I in this reference is of reinstatement in service with full back wages and continuity of services with cost. Discussion supra makes it clear that termination of services of Party I is in violation of Section 25-F of the Act and therefore Party I is entitled to be reinstated with continuity in service. In the judgment in the case of **Hawaladar Tejbali Singh v/s Major Nachhattar Singh and Anr. 1998 1 L.L.J. 94**, it is observed that reinstatement results in replacing the person in a position from which he was dismissed, retired or resigned. It is also observed that reinstatement means maintenance of *status quo ant.* It is further observed in this judgment that the ordinary dictionary meaning of the word “reinstatement” is to restore to the previous position. This being the situation, upon ordering reinstatement of Party I, it is for the Party II, to reinstate Party I to his previous position.

38. As regards the claim of Party I of full back wages, as rightly pointed out by Ld. Advocate for Party II, there is no pleading in the claim statement that Party I has not been gainfully employed after termination of his services. Even for that matter, in his evidence Party I is silent on the above aspect of the matter.

39. In the judgment in the case of **Kendriya Vidyalaya and U.P. State Bridge (both cited supra)** it is held that when the employee has not

shown that he was not gainfully employed during the period of operation of termination order and has not pleaded or placed any material in that regard, he would not be entitled to back wages. These judgments also indicate that onus of proof of unemployment is on the employee and it is for the management to rebut the same. It is therefore clear that Party I herein has totally failed to prove that he was unemployed during the operation of termination order and hence is not entitled to any back wages. Hence my findings.

40. In the result and in view of discussion supra, I pass the following:

#### ORDER

1. It is hereby held that the action of the management of M/s. Majorda Beach Resort, Majorda, in terminating the services of Shri Diago Lucas, Electrician, with effect from 31-1-2002, is illegal and unjustified.
2. Party I Shri Diago Lucas, Electrician is ordered to be reinstated in services with continuity in service, however without any back wages.
3. No order as to costs.

Inform the Government accordingly.

Sd/-

(B. K. Thaly)  
Presiding Officer  
Industrial Tribunal-  
cum-Labour Court.

Department of Mines

Directorate of Mines & Geology

#### Order

No. 01/23/2014/STA/ADMN/Mines/1835

Government is pleased to promote Ms. Nelita O. Fernandes, Technical Assistant Gr. 'C' to the post of Assistant Geologist, Group 'B', Gazetted in the pay scale of PB—2; ` 9,300-34,800+ GP: ` 4,200/-, on ad hoc basis for an initial period of one year or till the post is filled on regular basis, whichever is earlier. This is a resultant vacancy of Shri D. K. Bhawe who expired on 21-9-2012.

The above ad hoc promotion shall not confer any right for regular promotion, and the services so rendered shall not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher grade.

The expenditure towards her pay and allowances shall be debitable under Demand No. 83, Budget Head: 2853—Non Ferrous Mining & Metallurgical Industries; 02—Regulation and Development of Mines; 001— Direction and Administration; 02—Strengthening of Mines Department (Plan); 01—Salaries.

She shall exercise her option for fixation of the pay and allowances in the promotional grade in terms of F.R. 22(I)(a)(1) within a period of one month from the date of her promotion as Assistant Geologist. The option once exercised shall be final.

Consequent upon above promotion, Ms. Nelita O. Fernandes is posted in the same Section. She shall hold charge of the post of Technical Assistant in addition to her own duties till the post is filled.

By order and in the name of the Governor of Goa.

Prasanna A. Acharya, Director (Mines & Geology).

Panaji, 10th September, 2014.

#### Order

No. 01/23/2014/STA/ADMN/Mines/1836

Government is pleased to promote Shri Narayan alias Sudhir S. Mandrekar, Technical Assistant Gr. 'C' to the post of Assistant Geologist, Group 'B' Gazetted in the pay scale of PB—2; ` 9,300-34,800+ GP: ` 4,200/-, on ad hoc basis for an initial period of one year or till the post is filled on regular basis, whichever is earlier. This is a resultant vacancy of Shri Gil Peres D'Costa who retired on superannuation w.e.f. 31-10-2012 a.n.

The above ad hoc promotion shall not confer any right for regular promotion, and the services so rendered shall not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher grade.

The expenditure towards her pay and allowances shall be debitable under Demand No. 83, Budget Head: 2853—Non Ferrous Mining & Metallurgical Industries; 02—Regulation and Development of Mines, 001—Direction and Administration; 01—Mines Development (Non-Plan); 01—Salaries.

He shall exercise his option for fixation of the pay and allowances in the promotional grade in terms of F.R. 22(I)(a)(1) within a period of one month from the date of his promotion as Assistant Geologist. The option once exercised shall be final.

Consequent upon above promotion, Shri Narayan alias Sudhir S. Mandrekar is posted in the same section. She shall hold charge of the post of Technical Assistant in addition to her own duties till the post is filled.

By order and in the name of the Governor of Goa.

*Prasanna A. Acharya*, Director (Mines & Geology).

Panaji, 10th September, 2014.

#### Order

No. 01/23/2014/STA/ADMN/Mines/1837

Government is pleased to promote Shri Sankalp Umesh Shet Dessai, Technical Assistant Gr. 'C' to the post of Assistant Geologist, Group 'B', Gazetted in the pay scale of PB—2; ` 9,300-34,800+ GP: ` 4,200/-, on ad hoc basis for an initial period of six months or till the post is filled on regular basis, whichever is earlier. This is resultant vacancy of Shri Jayant Sirsat who is promoted as Senior Technical Assistant on 6-8-2014.

The above ad hoc promotion shall not confer any right for regular promotion, and the services so rendered shall not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher grade.

The expenditure towards his pay and allowances shall be debitable under Demand No. 83, Budget Head: 2853—Non Ferrous Mining & Metallurgical Industries; 02—Regulation and Development of Mines; 001—Direction and Administration; 01—Field Investigation including Drilling (Non-Plan); 01—Salaries.

He shall exercise his option for fixation of the pay and allowances in the promotional grade in terms of F.R. 22(I)(a)(1) within a period of one month from the date of his promotion as Assistant Geologist. The option once exercised shall be final.

Consequent upon above promotion, Shri Sankalp Umesh Shet Dessai is posted in the same Section. He shall hold the charge of the post of Technical Assistant in addition to his own duties till the post is filled.

By order and in the name of the Governor of Goa.

*Prasanna A. Acharya*, Director (Mines & Geology).

Panaji, 10th September, 2014.

#### Department of Personnel

#### Order

No. 6/13/2013-PER/4410

The ad hoc appointment of the following officers in Senior Scale of Goa Civil Service, is extended further for the period indicated against each or till the appointment is made on regular basis, whichever is earlier:

Sr. No.	Name of Officer	Ad hoc appointment extended upto
1.	Shri Gopal Parsekar	01-03-2014 to 28-02-2015.
2.	Shri Siddhivinayak S. Naik	20-03-2014 to 19-03-2015.

This issues with the approval of GPSC conveyed vide their letter No. COM/II/11/42(3)/2012/666 dated 01-08-2014.

By order and in the name of the Governor of Goa.

*Umeshchandra L. Joshi*, Under Secretary (Personnel-I).

Porvorim, 7th August, 2014.

#### Order

No. 4/26/88-PER (Vol. I)/4686

Consequent upon the retirement of Shri Anil Powar, Dy. Director of Education, holding the post of Director of Education, w.e.f. 31-08-2013 extended upto 31-08-2014. Shri G. P. Bhat, Dy. Director of Education, shall hold charge of the post of Director of Education, on officiating basis with additional charge of M.D., Goa Education Development Corporation in addition to his own duties w.e.f. 01-09-2014, until further orders.

By order and in the name of the Governor of Goa.

*R. Aga*, Under Secretary (Per-II).

Porvorim, 28th August, 2014.

#### Order

No. 6/13/2009-PER/4679

Shri Arvind V. Bugde, Additional Collector-I, South is hereby transferred and posted as Director of Information & Publicity, thereby relieving Shri Sandip Jacques of the additional charge, with immediate effect, in public interest and until further orders.



Shri Damodar S. Morajkar, Additional Collector-II, South shall hold additional charge of the post of Additional Collector-I, South, in addition to his own duties and until further orders.

The above officers shall complete the process of handing over/taking over within 8 days and submit compliance.

By order and in the name of the Governor of Goa.

*Yetindra M. Maralkar*, Additional Secretary (Personnel).

Porvorim, 1st September, 2014.

-----  
**Order**

No. 15/1/99-PER-(Part-2)/4668

The Governor of Goa is pleased to transfer the following Officers in the Cadre of Mamlatdar/Joint Mamlatdar, with immediate effect and in public interest:

Sr. No.	Name of the Officer and Designation	Transferred as
1.	Kum. Sapna Shrikant Naik, Jt. Mamlatdar-IV, Salcete	Jt. Mamlatdar-I Tiswadi, vice Smt. Isha Sawant transferred.
2.	Smt. Isha Sawant, Jt. Mamlatdar-I, Tiswadi	Jt. Mamlatdar-II, Pernem, vice Shri Mandar Naik transferred.
3.	Shri Mandar Naik, Jt. Mamlatdar-II, Pernem	Jt. Mamlatdar-IV, Salcete vice Kum. Sapna Shrikant Naik transferred.
4.	Shri Anil V. Rane Sardessai, Mamlatdar, Pernem	Jt. Mamlatdar-III, Bicholim, vice Kum. Amalia Olivia Pinto transferred.
5.	Kum. Amalia Olivia Pinto, Jt. Mamlatdar-III, Bicholim	Jt. Mamlatdar-I, Pernem, vice Shri Rajesh Azgaonkar transferred.
6.	Shri Rajesh Azgaonkar, Jt. Mamlatdar-I, Pernem	Mamlatdar, Pernem with additional charge of Chief Officer, Pernem.

The above officers shall complete the process of handing over/taking over within 3 days and submit compliance.

By order and in the name of the Governor of Goa.

*Yetindra M. Maralkar*, Additional Secretary (Personnel).

Porvorim, 1st September, 2014.

-----  
**Order**

No. 7/1/92-PER/PF/4676

Sanction of the Government is hereby accorded for relaxation of the required qualifying service for a period of nine months of regular service to all Dy. Labour Commissioners for considering them for promotion to the post of Commissioner of Labour and Employment, by invoking provisions of Rule 5 of the Recruitment Rules.

This issues with the concurrence of Goa Public Service Commission as conveyed vide its letter No. COM/II/11/28(1)/2014/893 dated 20-08-2014.

By order and in the name of the Governor of Goa.

*R. Aga*, Under Secretary (Personnel-II).

Porvorim, 4th September, 2014.

-----  
**Order**

No. 3/1/80-PER(Vol.IV)/4670

In pursuance to the Government of India, Ministry of Home Affairs, New Delhi Order No. 14020/02/2014-UTS-1(Part-II) dated 18-07-2014, the Governor of Goa is pleased to appoint Shri Sunil Garg, IPS (AGMUT: 1992) as Inspector General of Police, Goa with immediate effect and until further orders.

Shri Sunil Garg, IPS (AGMUT:1992) has reported for duty to this Administration on 01-09-2014 (b.n.).

By order and in the name of the Governor of Goa.

*R. Aga*, Under Secretary (Personnel-II).

Porvorim, 2nd September, 2014.

-----  
**Order**

No. 6/3/2008-PER(Part)/4697

Shri Pawan K Sain, IAS, Secretary (Civil Aviation), shall hold charge of the post of Director



of Provedoria, in addition to his own duties, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

*Yetindra M. Maralkar*, Additional Secretary (Personnel).

Porvorim, 5th September, 2014.

-----  
**Order**

No. 13/7/2012-PER/4698

Ref.: 1) Government Order No. 5/124/88-II/PHD/ /Part 5 dated 31-07-2014.

2) Letter No. Nil dated 31-07-2014.

The Order dated 31-07-2014 referred to above regarding extension in service to Dr. V. N. Jindal, Ex-Dean, Goa Medical College, Bambolim stands withdrawn on account of non acceptance by him.

*R. Aga*, Under Secretary (Personnel-II).

Porvorim, 8th September, 2014.

-----  
**Order**

No. 19/15/2014-PER/4725

Read: Order No. 19/18/2014-PER dated 08-09-2014.

Shri Ajit, IAS (Probationer) 2012 who is appointed vide Government order No. 19/15/2014-PER dated 30-07-2014 shall be accommodated against the newly created post of Asstt. Collector (Trainee) on supernumerary created vide Government Order referred to above.

By order and in the name of the Governor of Goa.

*R. Aga*, Under Secretary (Personnel-II).

Porvorim, 10th September, 2014.

-----  
**Order**

No. 6/3/2011-PER/4672

The Governor of Goa is pleased to transfer the following Junior Scale Officers, with immediate effect, in public interest:

Sr. No.	Name of the Officer and Designation	Transferred as
1	2	3
1.	Shri Vishant S. Naik Gaunekar, Asst. Commissioner of Commercial Taxes	Asst. Commissioner of Commercial Taxes with addl. charge of Administrator of

1	2	3
	with addl. charge of Administrator of Comunidade, North	Comunidade, South (He shall discharge his duties preferably on Tue & Thu in Comunidade office and on Mon, Wed in Fri Commercial Taxes Department).
2.	Shri Pradeep Naik, awaiting posting	Administrator Officer, Hospicio Hospital, Margao vice Shri Pandarinath N. Naik transferred.
3.	Shri Ramakant Talkar, Under Secretary, GA-II	Dy. Director (Admn.), Electricity Department vice Shri S. P. Signapurkar transferred.
4.	Shri Chandrakant Shetkar, awaiting posting	Dy. Director of Panchayat (South) vice Smt. Anuja A. Naik Gaunekar alias Faldessai, presently on Child Care Leave.
5.	Smt. Maya Pednekar Chief Officer, Cuncolim Municipal Council with addl. charge Administrator of Comunidade, Central Zone	Administrator of Comunidade, Central Zone with addl. charge of Dy. Collector (LA), North and Secretary Comunidade Commission (She shall discharge her duties preferably on Tue & Thu in the Comunidade office and on Mon & Wed in Dy. Collector office and on Friday in Comunidade Commission).
6.	Shri Pandarinath N. Naik, Administrative Officer, Hospicio Hospital, Margao with addl. charge of Dy. Director, Panchayat, South	Chief Officer, Cuncolim Municipal Council vice Smt. Maya Pednekar transferred.
7.	Shri Narayan M. Gad, Dy. Collector, SDM, Pernem	Dy. Collector, SDM, Pernem with addl. charge of Administrator of Comunidade (North) thereby relieving Shri Vishant S. Naik Gaunekar of the

1	2	3
		additional charge. (He shall discharge his duties on Mon, Tue & Thur in the O/o the Dy. Collector, Pernem and on Wed & Fri in the Comunidade office.
8. Shri Prashant Shirodkar, awaiting post		Under Secretary, GA-II, vice Shri Ramakant Talkar transferred.

Shri S. P. Signapurkar, Dy. Director (Admn), Electricity Department, shall report to Personnel Department for further posting.

Smt. Anuja A. Naik Gaunekar alias Faldessai presently on Child Care Leave, shall draw her salary against the post of Leave and Training Reserve and Smt. Maya Pednekar, shall draw her salary against the post of Dy. Collector (LA), North.

Shri Pandarinath N. Naik shall be on deputation and his appointment shall be governed on standard terms of deputation as contained in Office Memorandum No. 13/4/74-PER dated 12-02-1999 and as amended.

All the above officers holding additional charge shall discharge their duties at both places as per the need and work load preferably as indicated in column No. 3.

The above officers shall complete the process of handing over/taking over within 3 days and submit compliance.

By order and in the name of the Governor of Goa.

*Yetindra M. Maralkar*, Additional Secretary (Personnel).

Porvorim, 1st September, 2014.

-----  
**Order**

No. 6/13/2013-PER/4738

The ad hoc appointment of the following officer in Senior Scale of Goa Civil Service is extended further for the period indicated against each or till the appointment is made on regular basis, whichever is earlier:

Sr. No.	Name of Officer	Ad hoc appointment extended upto
1.	Shri Dipak Desai	20-03-2014 to 19-03-2015.

This issues with the approval of GPSC conveyed vide their letter No. COM/II/11/42(3)/2012/948 dated 27-08-2014.

By order and in the name of the Governor of Goa.

*Umeshchandra L. Joshi*, Under Secretary (Personnel-I).

Porvorim, 11th September, 2014.

-----  
**Order**

No. 2/7/76-PER (Vol.III) Part-I/4747

Read: 1) Order No. 2/7/76-PER (Vol. III)(Part) dated 06-10-2000.

2) Order No. 2/7/76-PER (Vol. III)(Part) dated 03-01-2013.

In partial modification of order of even number dated 06-10-2000 and 03-01-2013 the following Departmental Selection Committee and Departmental Promotion Committee for Group 'C' posts in the Administrative Tribunal, Panaji is constituted as shown below:

- |                                |   |           |
|--------------------------------|---|-----------|
| 1. President                   | — | Chairman. |
| 2. Additional President        | — | Member.   |
| 3. Under Secretary (Law-Estt.) | — | Member.   |

By order and in the name of the Governor of Goa.

*Umeshchandra L. Joshi*, Under Secretary (Personnel-I).

Porvorim, 11th September, 2014.

◆◆◆  
**Department of Tribal Welfare**

Directorate of Tribal Welfare

—  
**Notification**

No. 1/15/2013-14/ADMN/DTW/4670

Government is pleased to constitute a Special Committee under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, headed by the Joint Mamlatdar to assist Forest Rights Committees at grassroot level, Sub Division Level Committee and District Level Committee for effective implementation of Forest Rights Act, 2006.

The Special Committee consists of the following members:-

- 1) Joint Mamlatdar – Chairman of the committee nominated by Collector, South/North.

- 2) Circle Inspector – Member Secretary of the committee nominated by Collector, South/North.
- 3) Field Surveyor – Member of the committee, nominated by Collector, South/North.
- 4) Talathi of respective Village – Member of Committee.
- 5) V. P. Secretary of respective Village Panchayat – Member of Committee.
- 6) Range Forest Officer having territorial jurisdiction – Member of Committee.

The functions of Special Committee are as under:

- A) This Special Committee shall meet as and when required and submit their reports weekly to the concerned Dy. Collector & SDO with the copy to concerned Collector and Director, Tribal Welfare.
- B) The Committee shall study all the Forest Claims which will be placed by V. P.

Secretary in the Special Committee meeting.

- C) The Committee shall take all the necessary steps such as issue notices, to record statements, to conduct site inspection, to prepare sketch, to demarcate the site etc. in order to prepare the background study of each Forest Claim.
- D) This Committee shall assist Gram Sabha, Forest Rights Committee and Sub-division level committee and District level committee to carry out their functions.

There will be total 6 Special Committees constituted under the Forest Rights Act, 2006, in State of Goa namely, Ponda, Satari, Dharbandora, Sanguem, Quepem and Canacona. This order is issued with the approval of the Government. A Committee of Satari will also function for the Forest Rights Committees of Bicholim Taluka.

By order and in the name of the Governor of Goa.

*Sandhya Kamat*, Director & ex officio Joint Secretary (Tribal Welfare).

Panaji, 19th September, 2014.

[www.goaprintingpress.gov.in](http://www.goaprintingpress.gov.in)

Published and Printed by the Director, Printing & Stationery,  
Government Printing Press,  
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 26.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA-202/360-9/2014.